

A. G. Contract No. KR95 0688TRN
ECS File No. JPA 95-59
Project: ADOT Org 8650
Section: Erect Fencing

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 26 May, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
MOHAVE COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

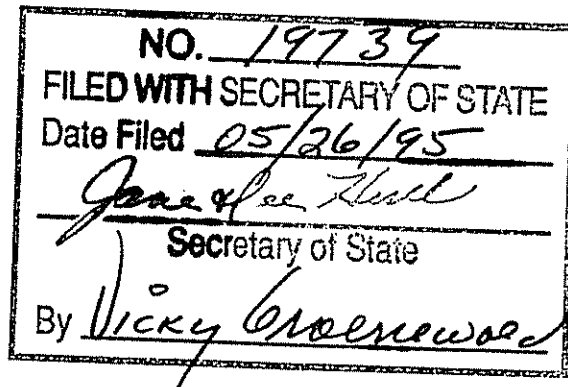
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State has identified a requirement for fence work
on portions of State highways within the County. The County
has determined the project to be a suitable project for the
Mohave County Youth Service Corps program.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide the County necessary fencing materials and construction plans suitable for the erection of the fencing. Provide appropriate traffic control, tools and safety equipment. Ensure that no work is conducted on the travel portions of the roadway(s). Maintain an (ADOT) state employee technical adviser on the work site during all phases of construction.

b. Upon completion, approve and accept the work and provide maintenance.

d. Pay the County for probationers services within thirty (30) days after receipt of an invoice.

2. The County will:

a. Provide direct supervision of the probationer work crews, transportation to and from the work sites and work crew necessities or conveniences.

b. Provide appropriate care for State tools and equipment, maintain accountability of same, and promptly return to the State upon request.

c. Invoice the State for the reasonable direct actual cost of probationer services, with no profit or fee.

d. Be responsible for all functions of public safety and security, and indemnify the State from any and all liability the State may suffer as a result of claims, demands, costs, judgements or attorney's fees arising out of the performance or nonperformance of the County or its agents in carrying out any provisions of this agreement.

e. Remove from the work contemplated by this agreement any person who endangers other persons or property, or whose participation under this agreement is inconsistent with the best interests of the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party, or other competent authority; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Mohave County
County Manager
PO Box 7000
Kingman, AZ 86402

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

MOHAVE COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By *Pat Holt*
Pat Holt Chairman
Board of Supervisors

By *August V. Hardt*
AUGUST V. HARDT
Deputy State Engineer

ATTEST

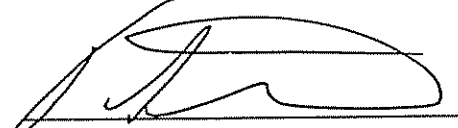
for By *Barbara Bracken, Dep. Clerk*
PAT CHASTAIN
Clerk of the Board



RESOLUTION

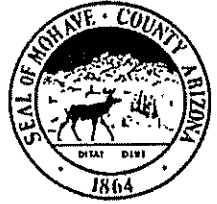
BE IT RESOLVED on this 3rd day of April 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Mohave County for the purpose of defining responsibilities for the erection and maintenance of fencing in the Kingman District in coordination with the Mohave County Juvenile Probation Department.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Operations Deputy State Engineer for approval and execution.



for LARRY S. BONINE
Director

MOHAVE COUNTY BOARD of SUPERVISORS



P.O. Box 7000 809 EAST BEALE KINGMAN, ARIZONA 86402-7000
Telephone (602) 753-0729 FAX (602) 753-0732 TDD (602) 753-0726

Dist. 1
Sam Standerfer

Dist. 2
Joan C. Ward

Dist. 3
Pat Holt

County Manager
David J. Grisez, P.E.

Clerk of the Board
Patsy A. "Pat"
Chastain

CERTIFICATION

At the Mohave County Board of Supervisors meeting held May 1, 1995, the Board unanimously approved entering into the Intergovernmental Agreement between the State of Arizona, Department of Transportation and Mohave County for fence work on portions of State highways within the County.

ATTEST:

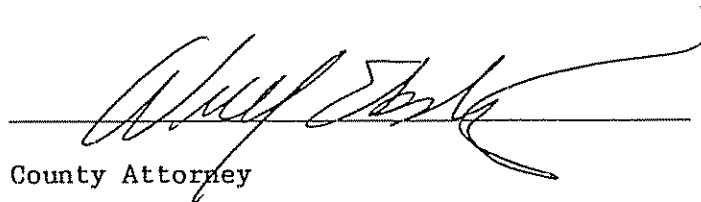
Barbara Bracken, Deputy Clerk
May 15, 1995



APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 4th day of May, 1995.


County Attorney

SCOPE OF PROJECT

ADOT HAS FOUR MILES OF BARBED WIRE THAT NEEDS REPLACEMENT ON US 93 MP 31.9 TO MP 36.0 SB.

THE CREW WOULD BE REPLACING CEDAR POSTS AND OLD RUSTED B/W FENCING. ALL POSTS AND WIRE WOULD BE REMOVED AND DISPOSED OF ACCORDINGLY.

APPROXIMATE MATERIAL REQUIREMENTS:

21620 LINEAL FEET (4 STRAND FENCE) = 86,480 FEET OF BARBED WIRE

87 SPOOLS OF BARBED WIRE AT \$35.35 EA TOTAL \$3075.45

36 FENCE CORNER STRAIN POSTS AT \$26.87 EA TOTAL \$967.32

870 FENCE POSTS AT \$2.68 EA TOTAL \$2331.60

2610 FENCE STAYS AT \$.23 EA TOTAL \$600.30

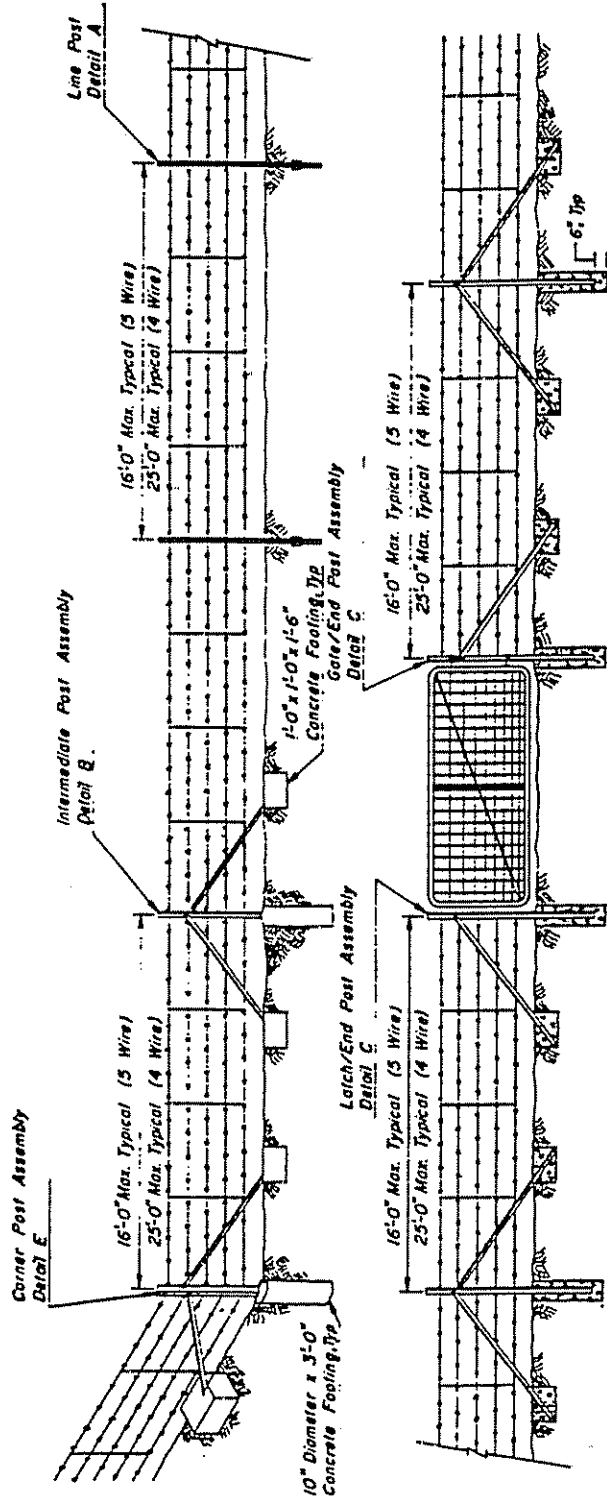
AN ADOT TECH I WOULD BE UTILIZED AT APPROXIMATELY 256 HOURS AT \$1.94 PER HOUR TOTALING \$2808.32

IF TWO TECH'S ARE UTILIZED COST WOULD INCREASE TO \$5616.64

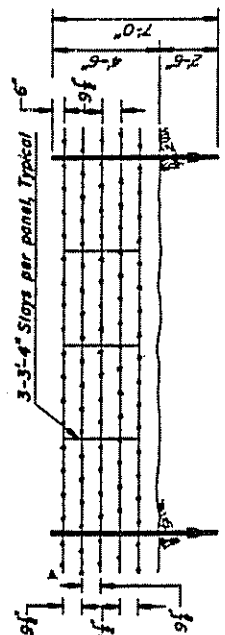
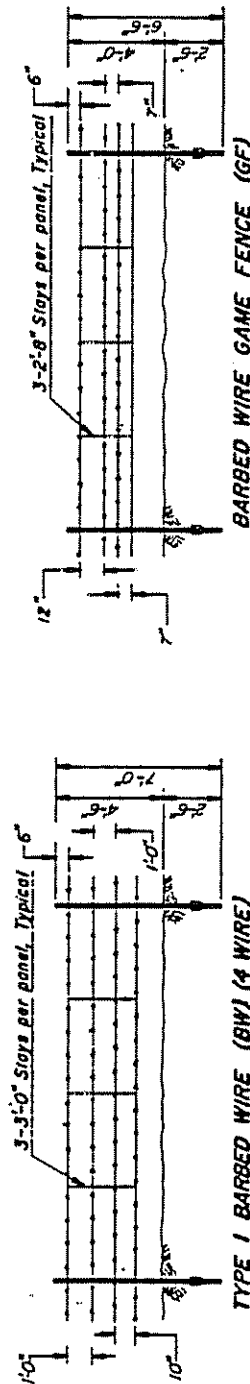
A 1 TON FLAT BED WOULD BE USED AT APPROXIMATELY 256 HOURS AT \$6.38 PER HOUR TOTALING \$1866.24

ESTIMATED COST TO ADOT IN MATERIALS AND MANPOWER WOULD APPROXIMATELY BE \$11,649.00.

ADOT'S COST FOR 1/2 PAYMENT TO MOHAVE COUNTY PROBATION DEPARTMENT FOR ONE CREW LEADER AND ASSISTANT CREW LEADER WOULD BE ABOUT \$3985.00. ADOT WILL BE UTILIZING TWO CREWS FOR THE 1995 YOUTH SERVICE CORP. TOTAL COST TO ADOT WOULD BE \$7,970.00.



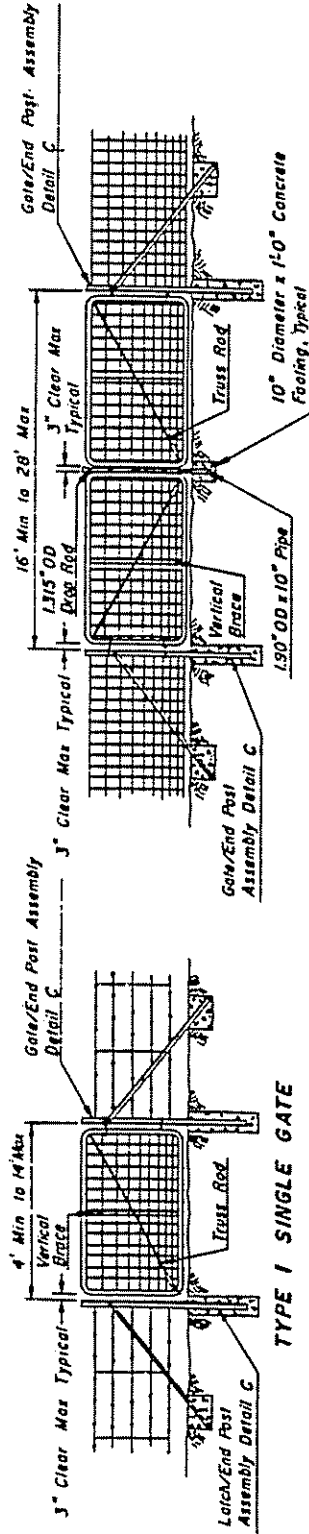
TYPICAL BARBED WIRE FENCE INSTALLATION—TYPE 2 BW SHOWN



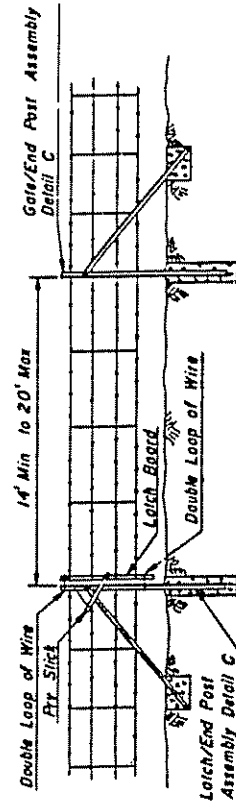
GENERAL NOTES

1. Intermediate Post Assemblies shall be located as shown and at intervals not to exceed 650', or midway between all braced posts.
2. For game fence the bottom wire shall be barbed.
3. The stays on game fence shall have their ends turned up, to prevent injuries to game.

DESIGN APPROVAL	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS STANDARD DRAWINGS	REC 9/75
APPROVED FOR CONSTRUCTION	Fence, Barbed Wire	DESIGNED BY C-1210
		Sheet 2 of 5

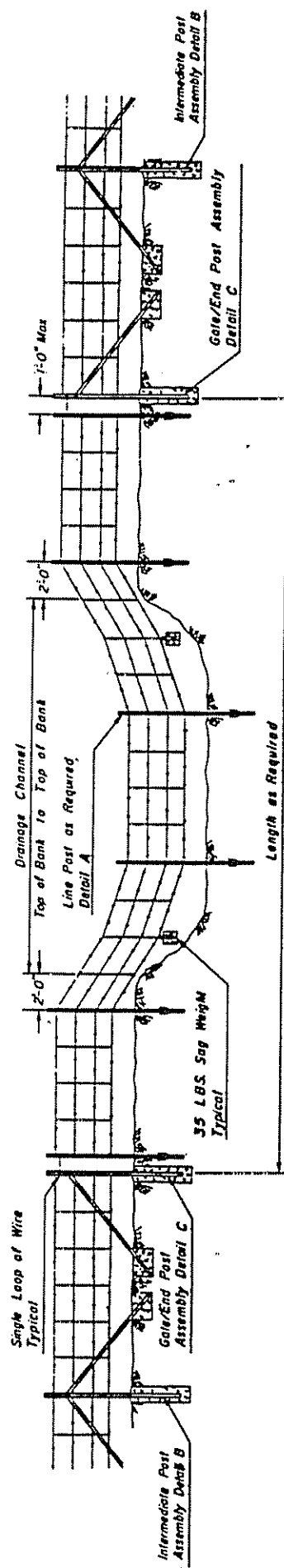


TYPE 1 SINGLE GATE



TYPE 2 GATE

TYPE 1 DOUBLE GATE



FLOOD GATE

DESIGNED BY <i>[Signature]</i>	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS STANDARD DRAWINGS	FILE 3-68
APPROVED FOR CONSTRUCTION <i>[Signature]</i>	Fence, Gate, Type 1B 2, Flood Gate	REVISION NO. C-1210 Sheet 3 of 5



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0688-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of May, 1995.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/43